

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
and **Scott Minoza**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises located within the **town of Hay River in the Northwest
Territories.**

BETWEEN:

NORTHWEST TERRITORIES HOUSING CORPORATION

Applicant/Landlord

- and -

SCOTT MINOZA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$1,165.00 (one thousand one hundred sixty-five dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.
3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for the cost of repairs in the amount of \$53.00 (fifty-three dollars).

4. Pursuant to sections 43(3)(d) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties will terminate May 31, 2016, and the respondent must vacate the rental premises on or before that date, unless no further verified complaints of disturbances are reported to the applicant.

DATED at the City of Yellowknife in the Northwest Territories this 9th day of November 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,
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-and-

SCOTT MINOZA

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 4, 2015
<u>Place of the Hearing:</u>	Hay River, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Adam Swanson, representing the applicant Scott Minoza, respondent Michelle Stevens, for the respondent
<u>Date of Decision:</u>	November 4, 2015

REASONS FOR DECISION

An application to a rental officer made by Hay River Housing Authority as the applicant/landlord against Scott Minoza as the respondent/tenant was filed by the Rental Office September 22, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as 8B Saskatoon Drive in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent September 30, 2015.

The applicant alleged the respondent had accumulated rental arrears and repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for November 4, 2015, in Hay River, Northwest Territories. Mr. Adam Swanson appeared representing the applicant. Mr. Scott Minoza appeared as respondent with Ms. Michelle Stevens appearing on his behalf.

Preliminary matters

The application to a rental officer identified Hay River Housing Authority as the landlord. The written tenancy agreement identifies Northwest Territories Housing Corporation as the landlord with Hay River Housing Authority as its agent. It was determined that the application should properly reflect the landlord as Northwest Territories Housing Corporation. The application and style of cause will be amended going forward to reflect the landlord as Northwest Territories Housing Corporation.

Tenancy agreement

The residential tenancy agreements entered into evidence establish an agreement between the parties for subsidized public housing commencing January 1, 2012. The rental premises is identified as 8B Saskatoon Drive in Hay River, Northwest Territories. The current maximum monthly rent is \$1,625. The respondent did not dispute the validity of the tenancy agreement. I am satisfied a valid tenancy agreement for subsidized public housing is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The statements of accounts and client aged detail entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against the respondent's rent account. The respondent did not dispute the accuracy of the accounting and acknowledged the rental arrears accumulated, accepting responsibility for them. He explained his adult son moved in with him, which resulted in increased assessed rent; the son was not previously aware of how much his income would increase his father's monthly rent and has expressed a commitment to his father to assist with resolving the arrears. Regardless, the responsibility for paying the rent lies with the respondent/tenant, which was acknowledged by the respondent. These documents further substantiate the landlord's allegation that the respondent has been repeatedly late paying the full amount of rent when due throughout the tenancy, to which the respondent did not dispute. I am satisfied the respondent has been repeatedly late paying the full amount of rent when due and has accumulated rental arrears. I find the respondent has rental arrears in the amount of \$1,165.

Damages

A statement of account and work order were submitted into evidence regarding a damaged exterior door knob which required repairs costing \$53. The damages were determined to be caused by the respondent or persons permitted in the premises by the respondent. The respondent did not dispute either the damages or their associated cost to repair, explaining that the door knob was damaged during his son's move into the premises. I am satisfied the damage to the door knob is the respondent's responsibility to repair and I find the respondent liable for the cost of repairs in the amount of \$53.

Disturbances, termination of the tenancy agreement, and eviction

The applicant provided into evidence numerous correspondences and notes to file regarding complaints of disturbances against the respondent and his common-law spouse, and their guests. The complaints have been recorded several times a year since the tenancy commenced, and repeated notices to the respondents regarding the matters have largely been unresolved. It was recognized at hearing that the respondent and his spouse are alcoholics who have repeatedly tried to address their addiction issues. When they are sober there are no disturbances. When the respondent is working, he is less likely to be drinking. The respondent participated in a treatment program earlier this year and was doing well until he broke his wrist and could not work for several months, during which time he fell off the wagon. He has since returned to full-time employment and anticipates being able to remain on the wagon. His spouse is currently in a treatment program and upon her return the two are committed to remaining alcohol free and living a quiet lifestyle. They are making these efforts not just for their own well-being, but also to create a home within which Social Services can return their younger son to them. The respondent indicated that not all of the complaints were true, but acknowledged that most of them were. He also indicated that many of the guests who have contributed to the disturbances are people he and his spouse do not intend to have further interaction with.

I am satisfied the respondents have repeatedly and unreasonably disturbed the landlord's and other tenants' enjoyment and possession of the rental premises and residential complex. The respondent's efforts to resolve the situation were acknowledged by all parties at hearing, and their commitment to cease causing disturbances was recognized. However, the repeated historical pattern of behaviour cannot be ignored, and in and of itself are justification for termination of the tenancy agreement and eviction. In recognition of the efforts of the respondent and his spouse, it was agreed at hearing that termination of the tenancy could appropriately be conditional on whether or not further verified complaints of disturbances were received by the landlord. To permit the respondent and his spouse sufficient time to stabilize their lifestyle, a six-month termination date was granted. An eviction order will not issue due to the variable nature and lengthy period prior to the termination date. The respondent understood that should the termination date become effective the applicant may make a new application for eviction to be considered.

Orders

An order will issue requiring Mr. Scott Minoza to pay rental arrears in the amount of \$1,165; to pay future rent on time; to compensate the landlord for repairs in the amount of \$53; and terminating the tenancy agreement May 31, 2016, unless no further verified complaints of disturbances are reported.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Applicant's statement of facts
- Exhibit 2: Signed residential tenancy agreements commencing January 1, 2012
- Exhibit 3: Applicant's correspondences to respondent regarding disturbances dated: September 3, 2015; June 15, 2015; June 9, 2015; July 8, 2014; February 3, 2014; October 23, 2013; January 4, 2013; August 20, 2012; June 14, 2012; May 15, 2012;
- Exhibit 4: Applicant's notes to file regarding disturbances dated: August 28, 2015; June 12, 2015; June 9, 2015; June 8, 2015; November 17, 2014; July 15, 2014; July 8, 2014; February 3, 2014; August 21, 2013; August 15, 2013; January 14, 2013;
- Exhibit 5: A tenant's written complaint regarding disturbances dated October 27, 2013
- Exhibit 6: Patricia Constant's correspondence to applicant dated May 24, 2012
- Exhibit 7: Applicant's correspondences to respondent regarding rental arrears dated: September 10, 2015; July 16, 2015; June 23, 2015; June 10, 2015; May 25, 2015; April 23, 2015; March 24, 2015; January 26, 2015; January 12, 2015; October 8, 2014; April 23, 2014; April 9, 2014; March 24, 2014; March 10, 2014; February 24, 2014; May 21, 2014; May 8, 2014; January 20, 2014; January 20, 2014; December 13, 2014; September 10, 2013; May 16, 2013; December 13, 2012; November 16, 2012; October 16, 2012;
- Exhibit 8: Statements of account dated from June 18, 2012, to September 15, 2015
- Exhibit 9: Applicant's correspondences to respondent regarding unauthorized occupants dated: September 3, 2015; April 19, 2013
- Exhibit 10: Applicant's notes to file regarding unauthorized occupants dated: September 2, 2015
- Exhibit 11: Client aged detail as at September 15, 2015
- Exhibit 12: Applicant's notice to respondent dated September 15, 2015
- Exhibit 13: Statements of account for rent dated: November 2, 2015; October 26, 2015; September 24, 2015
- Exhibit 14: Client aged detail for rent as at November 2, 2015
- Exhibit 15: Client aged detail for damages as at November 2, 2015
- Exhibit 16: Agreement to pay rental arrears signed by respondent October 27, 2015
- Exhibit 17: Statement of account for damages dated: October 26, 2015; September 24, 2015
- Exhibit 18: Applicant's correspondences to respondent dated: August 24, 2015; September 17, 2015;
- Exhibit 19: Work order number TD050979 dated September 8, 2015
- Exhibit 20: Applicant's invoice number 18317 dated September 17, 2015